

## **REMARKS**

### ***Drawings***

Applicant notes the Examiner's objections to the drawings. Applicant respectfully points out that element 80 in Figure 11 is mentioned in the specification at page 41, line 15. The specification is amended to add reference numeral 112 by substituting the paragraph lines 11-15 on page 45. The amendment to the specification adds no new matter. In any event, Applicant submits herewith a new set of formal drawings of Figures 1-3 and 11- 15 for approval. The original figures were submitted as informal drawings with handwritten numbers.

Applicant also has amended page 22 of the specification lines 4 through 8. Applicant added the specific term "Fact Query", which is the formal term for the request for specific information from SSA regarding the award of SSDI and as shown graphical as Query Social Security 62 in the drawings as originally submitted. Also, Applicant added the term of art "DRD", which stands for "debit run date" which also is included in the Query Social Security 62 originally in the specification and drawings as submitted.

### ***Requirement for Information Under 37 C.F.R. §1.105***

In response to the requirement for information under 37 C.F.R. §1.105, Applicant submits the accompanying Affidavit of James F. Allsup In Response To Requirement For Information Under 37 C.F.R. §1.105 as well as supporting documents some of which are included on the accompanying Form PTO-1449. Information sought by the Examiner also may be found in Affidavit of James F. Allsup Under 37 C.F.R. §1.132.

### ***Claim Rejections-35 U.S.C. §101***

The Examiner rejected claims 1, 3-7, 10 and 12-15 under 35 U.S.C. §101 as directed toward non-statutory subject matter. Applicant respectfully traverses the rejection. Claims 3,4,6,7 and 14 are cancelled without prejudice.

According to *The Manual Of Patent Examining Procedure* §2106 IV B. 2. b. ii), process claims are statutory subject matter if the claimed process is limited to a practical application of the abstract idea in the technological arts. The Examiner agrees that the inventions of claims 1, 3-7 and 12-15 produce a useful, concrete and tangible result. However, it is the Examiner's position that the invention of the claims does not fall within the definition of technological arts. The Examiner does not set out with authority why the claimed process does not advance the technological arts. The Examiner appears to imply that the process does not advance the technological arts because recovery of overpaid disability insurance premiums is not one of "the physical sciences". (DETAILED ACTION, p. 4).

Nowhere, however, does the Examiner cite authority for the proposition that the insurance industry, for example, is not a technological art. On the contrary. The Examiner included with the office action patents that are directed to insurance industry products, e.g. U.S. Patent No. 4,491,725 and U.S. Patent No. 4,858,121. Clearly this art area has been deemed to be a "technological art" by the Patent Office for years. Consequently, a claimed invention, which produces a useful, concrete and tangible result in a recognized field of technological art, is statutory subject matter. Furthermore, claim 12, for example, now requires a "transfer" of SSDI from the SSA to the deposit

account. This requires more than a mental step. Applicant respectfully requests that the rejection be withdrawn with respect to claims 1, 2,5, 12 and 15.

In regard to claim 10, Applicant submits that computer software is a recognized tangible medium. In any event, Applicant has amended the claim and it now is in condition for allowance. Applicant has added new claim 20 directed to a computer configured with the software, which is allowable. The introduction of claim 20 does not require additional searching by the Examiner.

### ***Claim Rejections-35 U.S.C. §103***

"In determining the differences between the prior art and the claims, the question under 35 U.S.C. §103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious." *The Manual Of Patent Examining Procedures* §2141.02 (Aug. 2001 ed.)(Emphasis in original) citing *Stratoflex, Inc. v. Aeroquip Corp.*, 713 F.2d 1530, 218 USPQ 871 (Fed.Cir.1983; *Schenck v. Nortron Corp.*, 713 F.2d 782, 218 USPQ 698 (Fed.Cir.1983). Applicant respectfully points out that in several instances where the Examiner has rejected claims under 35 U.S.C. §103, the Examiner is not viewing the claimed invention as a whole. When each claim is viewed in its entirety, including all limitations, the claims are not obvious in view of any reference alone or any combination of references.

The Examiner rejected claims 1 and 12-14 as being unpatentable over Social Security Disability Consultants (SSDC) (29 October 1993) Applicant respectfully traverses the rejections. As an initial matter, the SSDC brochure merely references "*coordination of overpayment recoveries resulting from SSDIB*". This statement in the

brochure does not teach one skilled in the art to practice any method of overpayment recovery, much less each step of the claimed invention. (Affidavit of James F. Allsup Under 37 C.F.R. §1.132, ¶9). The reference does not establish *prima facie* obviousness. To establish *prima facie* obviousness all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981 (CCPA 1974), as cited in *The Manual of Patent Examining Procedures* §2143.03 (2001 ed).

The reference certainly does not teach or suggest the limitations of the instant methods. The brochure does not describe in any manner a method of coordination much less a system of determining if the disabled individual qualifies to receive SSDI, obtaining a pre-authorization to recover an overpayment, filing a claim with the SSA, obtaining an award from the SSA or automatically recovering the overpayment using a preauthorized withdrawal form as provided by independent claim 1. Thus claim 1 is allowable.

Independent claim 12 recites further claim elements that certainly are not taught or suggested by the reference such as obtaining the authorization from the claimant, obtaining access to an approved deposit account, determining the date of the transfer of the funds from the SSA to the claimant, and obtaining direct transfer of the SSDI from the SSA. The Examiner admits at page 8 of the DETAILED ACTION that each stage of the loss control services and coordination of overpayments is not clear in SSDC, which supports Applicant's contention that the reference is not enabling. Furthermore, the reference does not suggest determining a date of direct deposit from the SSA, an important step that allows compliance with ACH rules requiring a firm date of

withdrawal, as set out in the Affidavit of James F. Allsup Under 37 C.F.R. §1.132, ¶27. Consequently, independent claims 1 and 12 are allowable over the reference.

Likewise, the Examiner admits that the reference does not expressly disclose the subject matter of claim 13. The analogies used by the Examiner to support the rejection ignore the specialized art field in which the invention is practiced, as set out in detail below with reference to the affidavit of the inventor. Claim 13 depends from allowable claim 12 and further defines the invention. Applicant respectfully points out that *The Manual of Patent Examining Procedure* at § 2143.03 states, "If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q.2d 1596 (Fed. Cir. 1988)." Claim 13, therefore, is allowable. Claim 14 is canceled without prejudice to filing a divisional application directed to the inventor's PASS invention and not in view of the prior art.

The Examiner's statement at page 7 of the DETAILED ACTION assumes that it would be obvious to one skilled in the art to have a pre-arranged automatic withdrawal similar to withdrawal for the benefit of a utility or mortgage lender. This position ignores the relevant field in which the invention is practiced. No one, prior to the inventor, was able to develop a pre-authorization for automatic withdrawal from a deposit account that met the requirements of the Social Security Administration and Automated Clearing House Network, Regulation E, as stated in the specification at page 11, lines 1-5, and as explained specifically in the Affidavit of James F. Allsup Under 37 C.F.R. §1.132, paragraphs 18-25.

The fact that the SSDC offered coordination of overpayment recoveries actually underscores the long felt need in the industry for some manner of recovering such funds

before the client disposes of them or changes his mind about repayment. The inventor addressed this long felt need in the industry with a service that was commercially successful from the very beginning. The Affidavit of James F. Allsup Under 37 C.F.R. §1.132 sets out the details of that long felt need in the industry and the commercial success met by his invention in the market place, as will be addressed in greater detail below.

Claims 2-9, 11 and 15-16 were rejected under 35 U.S.C. §103(a) as being unpatentable over SSDC as applied to claim 1 and 12 and further in view of Cummings, Jr. Claims 3, 4, 6, 7 and 14 are cancelled without prejudice to filing a divisional application directed to the inventor's PASS invention and not in view of the prior art.

As a first matter, the rejected claims are allowable over SSDC, alone, for the reasons set forth above. Adding Cummings, Jr. does not render the inventions obvious. Applicant respectfully points out that Cumming, Jr. is not in any way directed to the recovery of disability insurance overpayments or the use of SSDI benefits obtained for the disabled claimant to provide ancillary financial services. Cummings, Jr. teaches a Wellness Management System in which the goal appears to provide an integrated mechanism for monitoring patient treatments, disseminating information to ancillary service providers and to assure that the provider, i.e. physician, clinic, gets paid.

With regard to claim 2 as well as claims 8, 11 and new claim 17, Cummings, Jr. mentions the automatic transfer of funds, at col. 13, lines 44-54. However, the purpose of Cumming, Jr.s' transfer is to move money from the account of an insurance company or financial institution to the account of a health care provider to pay the provider for services. These are routine. Cummings, Jr. does not even hint at overcoming the

obstacles to funds transfer presented by recovering an overpayment from of long-term disability benefits. The Cummings Jr. process does not teach the preauthorized recovery from an established patient account of a predetermined amount of an overpayment of a long-term disability benefit after an award of SSDI by SSA, which was directly deposited through the SSA into the recipient's SSA approved account, with the recovery timed in such a manner to prevent the recipient from disposing of the overpayment before recovery. (See, Allsup Aff'd. ¶129). This is a much more complex procedure, involving compliance with SSA regulations and ACH rules. Only the inventor was able to invent a system that allows for this recovery.

Applicant respectfully submits that the Examiner may be employing impermissible hindsight. The Applicant met and overcame all the obstacles presented but not solved by the references. Yet, from the vantage point of the Applicant's disclosure, the Examiner views the Applicant's success as obvious. Referring to the accompanying Affidavit of James F. Allsup Under 37 C.F.R. §1.132, paragraphs 17 through 25, Applicant points out that he had to overcome significant obstacles in developing his system, particularly in devising a way an SSDI benefit could be paid directly to a recipient account and then the overpayment recovered from the individuals. Nothing in Cummings, Jr., teaches or even suggests solving the problems faced by the inventor.

First, applicable federal law prevents assignment of SSDI benefits by the individual. (Allsup Aff'd. ¶18). The right to a recipient's future payment of a benefit is not transferable or assignable. (Allsup Aff'd. ¶18). Although the law changed to allow direct deposit of an SSDI benefit to an account owned by the recipient, no one before devised

a method of recovering funds from that account that did not violate the prohibition against assignment or transfer. (Allsup Aff'd. ¶19, 20). Also, the inventor was faced with the requirements of the National Automated Clearing House Association when developing a form that preauthorized the withdrawal of the overpayment from the recipient's account. (Allsup Aff'd. ¶22). Timing of the withdrawal and the amount of the withdrawal were critical. (Allsup Aff'd. ¶23).

Also, the inventor was forced to create a method that was in compliance with the law that prohibits requiring a consumer to establish an account for receipt of direct deposits with a particular banking institution as a condition of receipt of a government benefit. (Allsup Aff'd. ¶25). It is suggested that the Examiner is applying impermissible hindsight in the rejection of the claims. Only the Applicant was able to overcome the hurdles necessary to invent the claimed system. Now, viewing the claims in light of the Applicant's success, the Examiner considers the claims obvious. However, it is clear from Mr. Allsup's affidavit that it was not obvious to invent his novel system embodied in claims 2, 8, 11 and 17 simply by combining the teachings of SSDC and Cummings, Jr.. Hence the claims are allowable. New claims 18 and 19 depend from claim 17, further defining the invention, and also are allowable.

With regard to claims 5 and 15, Applicant respectfully submits that the references do not teach the method of claims 1 or 12 and which further comprise the provision of financial assistance to the recipient prior to the award of SSDI, as provided by the dependent claim. The section of the reference cited by the Examiner does not describe the provision of ancillary services, but in fact, describes the dissemination of information to other providers for purposes of follow-up or utilization review. Moreover, Cummings,



Jr. teaches away from the inventions of claims 5 and 15. Although Cummings Jr. suggests that his system is connected to financial institutions, this connection is not provided to benefit the patient; it is established for benefit the health care providers, i.e. the physicians, clinics etc. (Col. 13, lines 43-54). While the inventions of claims 5 and 15 are designed to provide financial assistance to the disabled individual prior to an award of benefits, Cummings Jr. invention is designed to facilitate payment to a provider. Claims 5 and 15 are allowable over the references.

Claim 9 depends from claim 8 and is allowable. Moreover, as set out above in the discussion of the Allsup Affidavit, paragraphs 18 through 25, it would not have been obvious to one skilled in the art to authorize the SSA to direct deposit the SSDI benefit in a deposit account. Claim 9 is allowable over the art of record.

The Examiner states that claim 16 cites the same limitations as claim 2 and therefore is rejected. Applicant submits that the invention of claim 16 is allowable over the cited references for the same reasons as claim 2.

The Examiner rejected claim 10 as being unpatentable over SSDC in further view of Pritchard. Applicant again respectfully submits that the Examiner is employing an improper hindsight analysis in rejecting the claim. The Examiner's position appears to be that it would be obvious after reading Pritchard to utilize any gathering and integrating feature of a software program to effect the novel method of the present invention. However, this only can be said to be obvious when looking backward at the prior art having the benefit of the inventor's accomplishments. Applicant has set out in detail in his Affidavit, and in these remarks, why his claimed method of recovering disability insurance overpayments is unique. Because the method itself is unique and

non-obvious, it follows that the computer configured with the software or the software itself to effectuate the novel method of overpayment recovery is not obvious. Therefore, claim 10 and new claim 20 are allowable over the art.

In considering the rejections under 35 U.S.C. §103, the Examiner is required to take into account the secondary considerations of non-obviousness. *W.L. Gore & Assoc., Inc. v. Garlock, Inc.*, 721 F.2d 1540, 1555 (Fed.Cir. 1983). A number of those factors have been discussed above in reference to specific rejections. However, Applicant would further emphasize that his invention has solved a long felt need in the industry. In general, there always was a need for ways to collect disability insurance overpayments. (Allsup Aff'd. ¶6). More specifically, there was the recognized problem that overpayment recovery rates were low. (Allsup Aff'd. ¶10). There also was the problem of the recipient taking "mental ownership" of the retroactive SSDI payment and spending the money rather than returning the overpayment to his or her private insurer. (Allsup Aff'd. ¶11). The adversarial nature of the relationship between the private carrier and the recipient created a long felt need for a process that avoided these problems, increased the amount of overpayment recovery and decreased the length of time it takes to recover the overpayment. (Allsup Aff'd. ¶12).

The inventor's method met the long felt need in the industry. For example, the claimed process practiced by the inventor's company increased the percentage of dollars recovered. (Allsup Aff'd. ¶33-¶35). The inventor's overpayment recovery service decreased the average number of days to recovery. (Allsup Aff'd. ¶ 36,37). Also, the inventor's method has shown continued commercial success, particularly when compared to prior art methods of recovering overpayments. For example, the total

dollar amount of recoveries has grown from over \$3 million in 1999 to almost \$29 million in 2002. (Allsup Aff'd. ¶38).

Significantly, over 93% of the recoveries made in 2002 were made through the claimed electronic system. Only 7% were from direct pay clients, which remain a segment of the client's business. (Allsup Aff'd. ¶38). This data substantiates the fact that the claimed method is far superior to that known before.(Allsup Aff'd. ¶38). In 1999, when the majority of the dollars recovered were recovered through a direct pay component, the total recovery was approximately \$3 million. However, when the invention was employed to recovery the majority of overpayments, beginning in 2000, there was an increase in dollars recovered of over \$10 million. (Allsup Aff'd. ¶38) It is believed, therefore that the instant invention was responsible for this sizable increase in business.

Attached to the Mr. Allsup's Affidavit is the Declaration of Mr. Barry Wolfson (See, Allsup Aff'd. ¶42). Mr. Wolfson is familiar with all aspects of the long-term disability industry. (Wolfson Decl. ¶ 3). Mr. Wolfson was employed by Aetna from December 1965 to December, 2002. (Wolfson Decl. ¶ 4). For 10 years during his career at Aetna, Mr. Wolfson was involved in the recovery of overpayments. (Wolfson Decl. ¶ 6). Mr. Wolfson confirmed the problems associated with recovery of overpayments that existed in the industry prior to the instant invention. (Wolfson Decl. ¶ 7).

Mr. Wolfson confirmed that there was a long-felt need in the industry for a process of recovering the overpaid amounts after the insured received the SSDI benefit but before the insured disposed of the money. (Wolfson Decl. ¶ 8). Mr. Wolfson

became familiar with the claimed invention in late 1999 or early 2000 when Aetna retained Allsup, Inc. to provide overpayment recovery services. (Wolfson Decl. ¶ 9). With the claimed system, Aetna realized an increase in dollar amounts collected and a decrease in the time from the award of the SSDI benefit to the recovery of the overpaid amount. (Wolfson Decl. ¶ 10). In his opinion, the claimed automated overpayment recovery system dramatically improves the ability of private insurance carriers to collect overpaid monies owed to them. (Wolfson Decl. ¶ 11). Mr. Wolfson believes that the claimed automated overpayment recovery system met a long felt need in the industry for increasing the amount of money recovered and decreasing the time of recovery. (Wolfson Decl. ¶ 12).

Because the claimed method satisfied the long felt need in the industry for an improved method of recovering LTD overpayments, it has been met with tremendous commercial success. The claimed method has, for the most part, replaced any manual systems. To date, the owner's company has been engaged by thirty-six (36) companies to perform the services and anticipates that an additional three to six companies will engage it for these services in the ensuing year. (Allsup Aff'd. ¶39). The total dollar amount of overpayments recovered by Allsup since 1999 is nearly \$66 million, with the electronic method clients accounting for amounts exceeding \$55 million (Allsup Aff'd. ¶38).

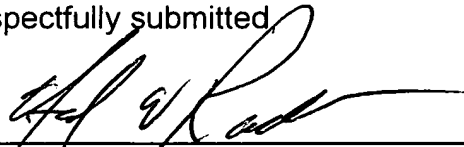
As evidence the fact that the claimed method has been successful in meeting the LTD carrier's needs, one client of the inventor's company has lowered reserves allocated to cover future LTD payouts. (Allsup Aff'd. ¶41). The commercial success of

the electronic overpayment recovery service is directly related to the novel aspects of the claimed invention discussed in detail above. (Allsup Aff'd. ¶¶43, 45).

Furthermore, the recovery service of the present invention has been so successful, at least two competitors in the field are believed to have offered the service to a major LTD insurance carrier, even though the inventor has not authorized these competitors to do so. (Allsup Aff'd. ¶44). Copying of the inventor's method by others is objective evidence that the invention is not obvious to one skilled in the art in view of the cited references or any other recovery systems known to the art, such as manual or "back end" systems.

Based on the foregoing, the allowance of claims 1, 2, 5, 8-13, 15-20 is requested. If the Examiner wishes to discuss this amendment with the Applicant's attorney, he can be reached at the telephone number listed below. Applicant's attorney also would be pleased to arrange an interview between the applicant and the Examiner.

Respectfully submitted



---

Ned W. Randle, Reg. No. 35,989  
Polster, Lieder, Woodruff & Lucchesi, L.C.  
763 South New Ballas Road, Suite 230  
St. Louis, Missouri 63141  
(314) 872-8118



RECEIVED  
MAR 0 6 2003  
GROUP 3600

APPLICANT: James F. Allsup  
SERIAL NO.: 09/629,323  
FILED: July 31, 2000  
EXAMINER: Dinh X. Nguyen  
DOCKET NO.: 7554  
GROUP ART UNIT: 3626  
FOR: Long Term Disability Overpayment Recovery Service With Post Award Service And Savings Plan

**AMENDMENT  
VERSIONS WITH MARKINGS  
TO SHOW CHANGES MADE**

**IN THE SPECIFICATION:**

Page 22, lines 4-8:

*A1*  
The Service Provider requests specific information known as a Fact Query from SSA regarding the award of SSDI 62. This information includes: The PIA (Primary Insurance Amount); benefit increases and effective dates; retroactive amount; date of SSDI award ;the debit run date or "DRD"; and date of onset established by SSA. This information is added to the appropriate computer database through screen Fig. 8.

Page 45, lines 11-15:

*A2*  
In any event, if The Service Provider is allowed to sell PASS 104, claimant is sent information only 106. A follow-up call then is made 108. If the claimant refuses

*X2 Confid*  
PASS, the process ends 110. If the claimant purchases PASS, the afore listed PASS Program Additional Interview Questions is completed 112. Figs. 13-15 indicate the timing and sequence of specific questions from the PASS Program Additional Interview Questions.

**IN THE CLAIMS:**

*X3*  
*Sup 32*  
1. (Amended) A method of obtaining Social Security disability insurance benefits (SSDI) from the Social Security Administration (SSA) for a disabled individual, recovering overpaid benefits made by a third party and providing services to the disabled individual after obtaining SSDI from the SSA comprising:

determining if the disabled individual qualifies to receive SSDI;

obtaining from the disabled individual pre-authorization for direct recovery of the overpaid benefits from a deposit account;

filing a claim with the SSA for SSDI on behalf of the disabled individual;

obtaining an award of SSDI for the disabled individual as a result of the filing of the claim with the SSA; and

recovering from [a] the deposit account a preauthorized, predetermined amount of long-term disability benefits previously provided to the disabled person by a third party, after the award of SSDI by SSA and the disabled individual's receipt of SSDI payments.

*AM*  
5. (Amended) The method of claim [3] 1 further comprising providing ancillary financial services to the disabled individual after determining if the disabled individual qualifies to receive SSDI, wherein the ancillary financial services include

B2d  
A4  
Contd

financial assistance by extending funds to the claimant for use before there is an award of SSDI for the disabled individual.

B2d  
A5

8. (Amended) A method of improving the rate of recovery and decreasing collection time from a claimant of an overpaid disability insurance benefit after an award of SSDI and the claimant's receipt of SSDI payments comprising obtaining authorization from the claimant for electronic capture of the overpaid disability insurance benefit before the receipt of SSDI payments and then electronically capturing from a deposit account a predetermined amount of long-term disability benefits previously provided to the disabled person by a third party, wherein the electronic capture is completed after the SSDI is directly deposited in the deposit account but before the predetermined amount is removed from the deposit account by the disabled individual.

B2d  
A6

10. (Amended) A set of application programs embodied on a computer readable medium for execution on a [C] computer [software] configured to gather, integrate and utilize data from a plurality of unrelated automated federal forms and to populate one or more data bases with said data which is utilized to effectuate preapproved recovery of a disability insurance overpayment from an approved deposit account after the direct deposit of a SSDI benefit [provide post-disability benefit award services].

B2d

11. (Amended) A data processing system for managing a disability insurance overpayment recovery service for recovery of an overpaid disability benefit from a disabled individual comprising:

a computer processor for processing data; and

computer software configured to perform data processing functions comprising:



- B2
- Ab Contd
- a). determining if the disabled individual qualifies to receive SSDI from the SSA;
  - b). filing a claim with the SSA on behalf of the disabled individual;
  - c). monitoring the progress of the claim for SSDI and receipt of an award of SSDI from the SSA;
  - d). calculating an overpaid amount of long-term disability insurance benefits for which the disabled individual has authorized withdrawal prior to receiving a SSDI award; and
  - e). recovering from a deposit account approved by the SSA for direct deposit of SSDI benefits the calculated [over paid] overpaid amount of long-term disability benefits previously provided to the disabled person by a third party, after the award of SSDI by SSA and receipt of SSDI payments.

12. (Amended) A method of obtaining SSDI for a claimant and recovering an overpayment of long-term disability benefits paid by a third party comprising:

- determining if the claimant qualifies for SSDI from the SSA;
- filing a claim for the claimant with the SSA to qualify for SSDI;
- determining if the claimant qualifies for a recovery of an overpayment of long-term disability benefits paid to the claimant by a third party;
- obtaining authorization from the claimant to recover the overpayment of long-term disability benefits paid to the claimant by the third party;
- obtaining access to a deposit account approved by the SSA for direct payment of a SSDI benefit held by the claimant;
- obtaining direct [payment] transfer of SSDI from the SSA to the deposit account;

B2d  
Ab  
Contd

calculating an amount of overpayment of long-term disability benefits in the deposit account paid to the claimant by a third party;

determining a date of the direct transfer of SSDI from the SSA to the deposit account;

accessing the deposit account held by the claimant;

recovering from the deposit account held by the claimant the calculated overpayment amount; and

returning the calculated overpayment amount to the third party.

B2d  
A7

---

15. (Amended) The method of claim 12 further comprising providing ancillary financial services to the claimant [after] before obtaining direct [payment] transfer of SSDI from the SSA to the deposit account comprising the advancement of funds to the claimant for use by the claimant until the claimant obtains direct payment of SSDI.

---

Please add new claims 17 -20.

B2d  
A8

17. A method of obtaining Social Security disability insurance benefits (SSDI) from the Social Security Administration (SSA) for a disabled individual, recovering overpaid benefits made by a third party after obtaining SSDI from the SSA comprising:

determining if the disabled individual qualifies to receive SSDI;

obtaining preauthorization from the disabled individual to electronically recover funds from a deposit account;

filing a claim with the SSA for SSDI on behalf of the disabled individual;

obtaining an award of SSDI for the disabled individual as a result of the filing of the claim with the SSA; and

B2d  
18  
Cont'd

electronically recovering from the deposit account a predetermined amount of long-term disability benefits previously provided to the disabled person by a third party, after the award of SSDI by SSA and the disabled individual's receipt of SSDI payments.

18 The method of claim 17 comprising a step of obtaining from the disabled individual preauthorization for electronic recovery of a predetermined amount of long-term disability benefits from a deposit account prior to obtaining an award of SSDI.

19. The method of claim 17 further comprising the step of determining a date of deposit of a SSDI benefit to the deposit account by the SSA after filing a claim with the SSA for SSDI.

20. A computer configured with a set of application programs embodied on a computer readable medium for gathering, integrating and utilizing data from a plurality of unrelated automated federal forms and to populate one or more data bases with said data which is utilized to effectuate preapproved recovery of a disability insurance overpayment from an approved deposit account after the direct deposit of a SSDI benefit.

---